

# MEMORANDUM

September 22, 2005

TO: THE LOS ANGELES COUNTY CLAIMS BOARD

FROM: DAVID O'KEEFE, ESQ.  
Bonne Bridges Mueller O'Keefe & Nichols

OWEN L. GALLAGHER  
Principal Deputy County Counsel  
Litigation Cost Management Division

RE: Veronica Oliveros, Jesus Oliveros v. County of Los Angeles  
Los Angeles Superior Court, South Central District Case  
No. TC013770

DATE OF  
INCIDENT: September 17, 1999

AUTHORITY \$1,500,000, Plus Assumption of the Medi-Cal Lien Not To Exceed  
REQUESTED: \$155,334, Plus Waiver of Rancho Los Amigos National Rehabilitation  
Center's Bill in the Amount of \$66,426

COUNTY  
DEPARTMENT: DEPARTMENT OF HEALTH SERVICES

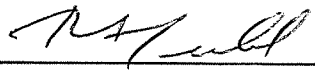
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## CLAIMS BOARD ACTION:

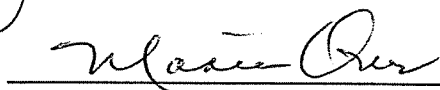
☐ Approve

☐ Disapprove

☒ Recommend to Board of  
Supervisors for Approval

  
\_\_\_\_\_, Chief Administrative Office  
**ROCKY ARMFIELD**

  
\_\_\_\_\_, County Counsel  
**JOHN F. KRATTLI**

  
\_\_\_\_\_, Auditor-Controller  
**MARIA M. OMS**

on October 3, 2005

## EVALUATION

Veronica Oliveros alleges that medical personnel negligently failed to timely and appropriately address her declining condition subsequent to her self-extubating her breathing tube, resulting in an hypoxic event and neurologic injury.

Medical experts for Mrs. Oliveros will testify that her declining oxygen saturation level, noted immediately after she self-extubated, together with evidence of the development of stridor, supraventricular tachycardia, and abnormally high and shallow respirations, are evidence that she was unable to continue breathing on her own. Taken as a whole, these facts required that she be re-intubated prior to 7:55 a.m., which medical personnel failed to timely appreciate. Her medical experts will further testify that the failure of medical personnel to timely appreciate the significance of Mrs. Oliveros' declining condition, and the failure to re-intubate her prior to 7:55 a.m., fell below the applicable standard of care, resulted in an hypoxic event sufficient to produce neurologic injury, and are directly responsible for the results observed here.

The County has expert support for the proposition that these facts did not require an earlier re-intubation, and that the standard of care was not violated. It is the County's position that Mrs. Oliveros' neurologic injury was due to localized areas of dead tissue within the brain, ultimately brought about by the presence of microscopic bubbles of air and solid particles generated in the blood by the bypass machine (microembolism shower), which occurred during surgery on September 16, 1999, and which is a known risk of a bypass procedure. However, a diagnosis of a microembolism shower injury can only be made by clinical assessment. There is no test available to substantiate that her neurologic injury was caused by a microembolism shower, and there is no test that would substantiate that her neurologic injury occurred prior to her self-extubation on September 17, 1999. In addition, the County is unable to establish to a reasonable medical certainty, assuming a microembolism shower is responsible for the neurologic injury, that Mrs. Oliveros' injury was not otherwise exacerbated by an hypoxic event occurring as a result of her self-extubation.

Given the timing and circumstances surrounding Mrs. Oliveros' self-extubation and re-intubation, and the statement in the medical record that her self-extubation "is consistent with the patient's clinical status and very likely represents the underlying cause of her condition," we believe that a jury might reasonably conclude that Mrs. Oliveros' self-extubation, followed by a 45-minute or greater period before re-intubation, was either the direct cause of her neurologic injury, or, at a minimum, was a substantial contributing cause of her neurologic injury.

We join with our private counsel, Bonne Bridges Mueller O'Keefe & Nichols, and our claims administrator, Octagon Risk Services, Inc., in recommending settlement in the amount of \$1,500,000, a waiver of the County's medical billing not to exceed \$66,426, and payment of the Medi-Cal lien in the amount of \$155,334.